

OMB NO. 2502-0265

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN: 1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> CONV. UNINS. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> CONV. INS. 6. FILE NUMBER: 05-18294NRS 7. LOAN NUMBER: 8. MORTGAGE INS CASE NUMBER:			
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "iPOC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. 1.0 398 (05-18294NRS.PFD05-18294NRS39)					
D. NAME AND ADDRESS OF BUYER: Sylvia Davis 208 Diana Street Troy, AL 36081		E. NAME AND ADDRESS OF SELLER: LPP Mortgage, LTD c/o Legacy Drive Plano, TX 75024		F. NAME AND ADDRESS OF LENDER:	
G. PROPERTY LOCATION: 120 Hubbard Street, 415 Ice Street, 410 Hubbard Street Troy, AL 36081 Pike County, Alabama		H. SETTLEMENT AGENT: 72-1428779 Title2Land, LLC PLACE OF SETTLEMENT 11851 Wentling Ave Baton Rouge, LA 70816		I. SETTLEMENT DATE: July 14, 2006	
J. SUMMARY OF BUYER'S TRANSACTION					
100. GROSS AMOUNT DUE FROM BUYER:					
101. Contract Sales Price		7,500.00			
102. Personal Property					
103. Settlement Charges to Buyer (Line 1400)		97.50			
104.					
105.					
Adjustments For Items Paid By Seller in advance					
106. CountyTaxes Lot3&4 to					
107. County Taxes Lot 6 to					
108. Assessments to					
109.					
110.					
111.					
112.					
120. GROSS AMOUNT DUE FROM BUYER		7,597.50			
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:					
201. Deposit or earnest money					
202. Principal Amount of New Loan(s)					
203. Existing loan(s) taken subject to					
204.					
205.					
206.					
207.					
208.					
209.					
Adjustments For Items Unpaid By Seller					
210. CountyTaxes Lot3&4 to		37.45			
211. County Taxes Lot 6 10/01/05 to 07/14/06		52.11			
212. Assessments to					
213.					
214.					
215.					
216.					
217.					
218.					
219.					
220. TOTAL PAID BY/FOR BUYER		89.56			
300. CASH AT SETTLEMENT FROM/TO BUYER:					
301. Gross Amount Due From Buyer (Line 120)		7,597.50			
302. Less Amount Paid By/For Buyer (Line 220)		(89.56)			
303. CASH (X FROM) (TO) BUYER		7,507.94			
K. SUMMARY OF SELLER'S TRANSACTION					
400. GROSS AMOUNT DUE TO SELLER:					
401. Contract Sales Price		7,500.00			
402. Personal Property					
403.					
404.					
405.					
Adjustments For Items Paid By Seller in advance					
406. CountyTaxes Lot3&4 to					
407. County Taxes Lot 6 to					
408. Assessments to					
409.					
410.					
411.					
412.					
420. GROSS AMOUNT DUE TO SELLER		7,500.00			
500. REDUCTIONS IN AMOUNT DUE TO SELLER:					
501. Excess Deposit (See Instructions)					
502. Settlement Charges to Seller (Line 1400)		3,992.50			
503. Existing loan(s) taken subject to					
504. Payoff First Mortgage					
505. Payoff Second Mortgage					
506.					
507.					
508.					
509.					
Adjustments For Items Unpaid By Seller					
510. CountyTaxes Lot3&4 to		37.45			
511. County Taxes Lot 6 10/01/05 to 07/14/06		52.11			
512. Assessments to					
513.					
514.					
515.					
516.					
517.					
518.					
519.					
520. TOTAL REDUCTION AMOUNT DUE SELLER		4,082.06			
600. CASH AT SETTLEMENT TO/FROM SELLER:					
601. Gross Amount Due To Seller (Line 420)		7,500.00			
602. Less Reductions Due Seller (Line 520)		(4,082.06)			
603. CASH (X TO) (FROM) SELLER		3,417.94			

L. SETTLEMENT CHARGES						
700. TOTAL COMMISSION Based on Price			\$	@	%	1,500.00
Division of Commission (line 700) as Follows:						
701. \$ 750.00	to	Green Realty				
702. \$ 750.00	to	Green Realty				
703. Commission Paid at Settlement						
704. Referral Fee		to REO National (Attn: Michael Shepherd)				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN						
801. Loan Origination Fee	1.0000 %	to				
802. Loan Discount	%	to				
803. Appraisal Fee		to				
804. Credit Report		to				
805. Lender's Inspection Fee		to				
806. Mortgage Ins. App. Fee		to				
807. Assumption Fee		to				
808.						
809.						
810.						
811.						
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE						
901. Interest From	to	@ \$	/day	(days	%)
902. MIP Totlins. for LifeOfLoan	for	months to				
903. Hazard Insurance Premium for	1.0 years to					
904.						
905.						
1000. RESERVES DEPOSITED WITH LENDER						
1001. Hazard Insurance		months @ \$	per	month		
1002. Mortgage Insurance		months @ \$	per	month		
1003. CountyTaxes Lot3&4		months @ \$	per	month		
1004. County Taxes Lot 6		months @ \$	per	month		
1005. Assessments		months @ \$	per	month		
1006.		months @ \$	per	month		
1007.		months @ \$	per	month		
1008.		months @ \$	per	month		
1100. TITLE CHARGES						
1101. Settlement or Closing Fee	to Title2Land, LLC		3 Properties			300.00
1102. Abstract or Title Search	to Title2Land, LLC		3 Properties			600.00
1103. Title Examination	to Title2Land, LLC		3 Properties			675.00
1104. Title Update/Buyer Check	to Title2Land, LLC		3 Properties	50.00		100.00
1105. Document Preparation	to Title2Land, LLC					100.00
1106. Notary Fees	to Thad Yancey, Attorney		\$POC			
1107. Attorney's Fees	to					
(includes above item numbers:						
1108. Title Insurance	to First American Title Insurance Company					75.00
(includes above item numbers:with Title2Land,LLC acting as Agent						
1109. Lender's Coverage	\$					
1110. Owner's Coverage	\$ 7,500.00		75.00			
1111. Trans/Cour/Wire	to Title2Land, LLC					
1112. Tax Cert	to Advaloren Tax Research		3 Properties	30.00		50.00
1113. Recording Services	to Title2Land, LLC			17.50		17.50
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES						
1201. Recording Fees: Deed \$; Mortgage \$		Releases \$			
1202. City/County Tax/Stamps: Deed			; Mortgage			
1203. State Tax/Stamps:	Revenue Stamps		; Mortgage			
1204.						
1205.						
1300. ADDITIONAL SETTLEMENT CHARGES						
1301. Survey	to					
1302. Pest Inspection	to					
1303.						
1304.						
1305.						
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)						
				97.50		3,992.50

Certified to be a true copy.

MA

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Buyer: Sylvia Davis
Seller: LPP Mortgage, LTD
Settlement Agent: Title2Land, LLC
(225)295-3152
Place of Settlement: 11851 Wentling Ave
Baton Rouge, LA 70816
Settlement Date: July 14, 2006
Property Location: 120 Hubbard Street,
415 Ice Street,
410 Hubbard Street
Troy, AL 36081
Pike County, Alabama

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Sylvia Davis

LPP Mortgage, LTD

BY:

7-11-06

Kent Twitchell

its Authorized Signatory

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

First American Title Insurance Company

SELLER'S/OWNER'S AFFIDAVIT AND INDEMNITY

STATE OF ALABAMA
COUNTY OF PIKE

I/We have owned the property now being sold or mortgaged by me continuously for _____ years, and my enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed to my knowledge, nor do I know of any facts by reason of which the title to, or possession of, said property might be disputed or by reason of which any claim to any of said property might be asserted adversely to me, and more particularly:

1. No party other than the Seller(s)/Owner(s) is in possession of all or any portion of the premises above described under any unrecorded leases, tenancy at will or otherwise.
2. The Seller(s)/Owner(s) during the time of ownership of the premises above described has/have conveyed no portion of the premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the premises
3. The Seller(s)/Owner(s) has/have allowed no encroachments on the premises above described by any adjoining land owners nor has/have the undersigned encroached upon any property of adjoining land owners.
4. The Seller(s)/Owner(s) has/have allowed no easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights of passage to others over the premises above described and has/have no knowledge of such adverse rights.
5. The Seller(s)/Owner(s), at present, and for a period of _____ days past, has/have caused no construction, erection, alteration or repairs of any structures or improvements on the premises above cited to be done, nor has/have contracted for any material to be delivered to the premises for which charges therefor remain unpaid.
6. The Seller(s)/Owner(s) has/have no knowledge of any highways, abandoned roads, lanes, cemetery or family burial grounds, springs, streams, rivers, ponds, or lakes bordering or running through said premises.
7. The undersigned has no knowledge of any due taxes or special assessments.
8. The undersigned has not allowed and knows of no violation of any covenants, restrictions, agreements, conditions or zoning ordinances affecting the premises.
9. That there are no pending suits, proceedings, judgments, bankruptcies, liens or executions against said owner, either in the aforesaid county or any other county in the aforesaid state.

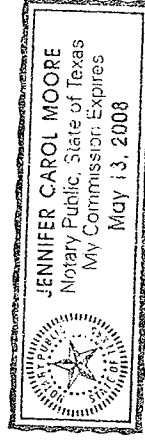
This affidavit is given to induce FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, to issue its title insurance policy or policies without exception to claims of materialmen's and laborers' liens, survey matters, special assessments and rights of parties in possession, and as an inducement therefor, said affiant agrees to indemnify and hold FIRST AMERICAN TITLE INSURANCE COMPANY harmless of and from any and all loss, cost, damage and expense of every kind, including Attorney's fees, which said FIRST AMERICAN TITLE INSURANCE COMPANY shall or may suffer or incur or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, directly or indirectly, as a result of any misrepresentation herewith.

X "To the best of the seller's knowledge the foregoing/ following statements are true and correct."

July 14, 2006

Jennifer Carol Moore
Notary Public

My Commission Expires: 05/13/08



LPP MORTGAGE, LTD
BY: *[Signature]* 7-11-06

Kent Twitchell
its Authorized Signatory

CLOSING AGREEMENT

BE IT KNOWN THIS 14th day of July, 2006, the following parties:

PARTY 1: Sylvia Davis
PARTY 2:
PARTY 3:
PARTY 4:

PARTY 1: LPP Mortgage, LTD
PARTY 2:
PARTY 3:
PARTY 4:

TAX PRORATION

We understand the Proration of taxes stated in the settlement statement was based on the best information available at this time from the public records and is considered final for the purposes of our dealings with the closing Notary and Title2Land, LLC.

(check this box, if applicable)

The Seller/ Owner has/have represented to Title2Land, LLC and other parties to the transaction herein and unnamed that the property taxes now due and payable on the property: 120 Hubbard Street, Troy, AL, 36081, has/have been paid by their lender's escrow department. Said payment may not be verified or posted with the tax collectors office at the time of closing, or for a longer period thereafter. In lieu of holding said amount in our escrow account until written, official and verified proof of payment is received, Title2Land, LLC and the other party to this transaction have agreed to release funds to the seller, who in turn agrees to pay on demand the amount due for these taxes.

Should any action be taken by the taxing authorities subsequent to this date which results in gross variation in the final tax billings and would have a retroactive effect on this transaction indicating that financial adjustment between us to be in order, we agree to further prorate said taxes and to adjust the proration made today. It is understood and agreed that any such adjustment in the proration of taxes at a subsequent date will be settled between ourselves. Said adjustments shall not involve the closing Notary, any persons in the office of the Notary, or Title2Land, LLC.

PURCHASE AGREEMENT/CASH SALE

All parties hereby certify that all conditions, agreements and obligations pursuant to the sale and purchase agreement have been completed to my satisfaction. I have carefully examined the cash sale, particularly my name, warranties and the property description and accept the same as accurate and complete. It is understood and agreed that any such adjustments at a subsequent date will be settled between ourselves. An Attorney closing your transaction does not represent you legally. Consult with other competent legal counsel if you have questions or concerns regarding your rights before signing any documents. Former representation ceases for this transaction.

RECORDING AND COURIER COSTS

The costs to Title2Land, LLC from the Clerk of Court, overnight courier services and abstract/tax information services vary from one closing to the next, depending on the county/parish, the number of pages, the particular courier service and many other factors. The fees stated on the closing statement for recording services, overnight courier an abstract/tax information services include an estimate of the actual costs from the third party provider of these services, we will be responsible for any underestimation of such costs.

PAYOFFS AND DISBURSEMENT CHECKS

All payoffs of mortgages, judgments and liens are paid by this office for title cancellation. Should any payoff quote or deduction be short or insufficient, such shortage is your responsibility to pay immediately upon demand or can be further deducted from any monies due you, which includes but not limited to your proceeds from sale. The undersigned hereby consent and agree that in event there are any shortfalls in any amounts payable to entities that are being paid in the course of the is transaction, and that entity requests additional funds, then the undersigned consent as follows:

1. The undersigned will immediately and fully pay to the entity all funds necessary to pay the amount in full. If the undersigned fails to pay said sums within seven business days, the undersigned will be liable for liquidated damages on an amount equal to the shortfall.
 2. This obligation shall be a continuing obligation and may apply to one or more lenders.
 3. In the event that this document must be enforced, the undersigned agrees to reimburse and hold harmless the lender from whom the undersigned this date is receiving funds, from any and all costs of enforcement of this agreement including reasonable attorneys fees and cost of enforcement.
- Other disbursement checks for non-title cancellation debts imposed by the lender will be disbursed as stated on the HUD-1 and for that exact amount. Any checks issued after initial disbursement will be done so after presentation of the original check only and a \$5.00 charge per check will be deducted and assessed. Any lost/stolen checks will be reissued after the appropriate waiting period has passed and will likewise be assessed a fee and additional stop payment charge of \$25.00.
- Parties each agree to indemnify, hold harmless and reimburse or otherwise compensate Title2Land, LLC for any reasonable attorney's fees, costs, or litigation expense incurred by Title2Land, LLC in connection with any suit or claim concerning the performance of Title2Land, LLC's duties under this contract. By signing below, the parties consent to the jurisdiction of the 19th Judicial District Court of Louisiana to resolve and dispute or judicial determination. Parties have read the above conditions and agree to all the provisions herein. There are no verbal agreements the contrary.

Correction Agreement - Limited Power of Attorney

The undersigned borrower(s), for and in consideration of the approval, closing and funding of their mortgage loan, hereby grant Title2Land as settlement agent limited power of attorney to correct and/or execute or initial all typographical or clerical errors discovered in any or all of the closing documentation required to be executed by the undersigned at settlement. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initiated on their behalf.

THIS LIMITED POWER OF ATTORNEY MAY NOT BE USED TO INCREASE THE INTEREST RATE THE UNDERSIGNED IS PAYING, INCREASE THE TERM OF THE UNDERSIGNED'S LOAN, INCREASE THE UNDERSIGNED'S OUTSTANDING PRINCIPAL BALANCE OR INCREASE THE UNDERSIGNED'S MONTHLY PRINCIPAL AND INTEREST PAYMENTS. Any of these specified changes must be executed directly by the undersigned.

This limited power of attorney shall automatically terminate 120 days from the closing date of the undersigned's mortgage loan.

IN WITNESS WHEREOF, the undersigned have executed this Limited Power of Attorney as of the date and year signed above:

PARTY 1: Sylvia Davis

PARTY 2:

PARTY 3:

PARTY 4:

PARTY 1: LPP Mortgage, LTD

PARTY 2:

PARTY 3:

PARTY 4:

Kent Twitchell
its Authorized Signatory

REQUIRED "AS-IS, WHERE-IS" ADDENDUM TO ALL CONTRACTS FOR SALE AND PURCHASE

ADDENDUM A

1. No Warranties by Seller and Buyer's Acknowledgment of Condition. Buyer represents and warrants to Seller that: (i) Buyer is (or prior to the Closing, will be) specifically familiar with the Property, (ii) Buyer has (or prior to Closing, will have) inspected (unless those rights have been waived) and examined all aspects of the Property and its current condition that Buyer believes to be relevant to Buyer's decision to purchase the Property; and (iii) Buyer is or will be, as of the date of this Agreement, or as of the end of the Inspection Period (as defined below) satisfied as to all issues relating to or the condition of the Property. Buyer acknowledges and agrees that Seller has not made any warranty or representation, express or implied, written or oral, concerning the Property or any use to which the Property may or may not be put including, but not limited to, the following:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BUYER IS ACQUIRING THE PROPERTY "AS IS", "WHERE IS" WITH-ALL FAULTS AND DEFECTS, AND BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND, OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS WASTE, AS A SUBSTANCE OR SOLID WASTE ON OR ABOUT THE PROPERTY. (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY INTEND TO CONDUCT THEREON (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OCCUPATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION, INCLUDING, WITHOUT LIMITATION ITS COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR (F) ANY OTHER MATTER RELATED TO OR CONCERNING THE PROPERTY EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND BUYER SHALL NOT SEEK RECOURSE AGAINST SELLER ON ACCOUNT OF ANY LOSS, COST OR EXPENSE SUFFERED OR INCURRED BY BUYER WITH REGARD TO ANY OF THE MATTERS DESCRIBED IN CLAUSES (A) THROUGH (F) ABOVE. SELLER SHALL HAVE NO OBLIGATION WHATSOEVER TO UNDERTAKE ANY REPAIRS, ALTERATIONS OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY PORTION OF THE PROPERTY. BUYER ACKNOWLEDGES THAT BUYER, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND CONDITION OF THE TITLE TO THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. BUYER FURTHER ACKNOWLEDGES THAT NO INDEPENDENT INVESTIGATION OR VERIFICATION HAS BEEN OR WILL BE MADE BY SELLER WITH RESPECT TO ANY INFORMATION SUPPLIED BY SELLER CONCERNING THE PROPERTY, AND SELLER MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, AS BEING UNDERTAKEN BY THE PARTIES THAT BUYER SHALL VERIFY THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION.

2. Buyer's Inspection Period. Buyer or Buyer's representative shall have ten (10) days from date of this Contract for Sale and Purchase ("Inspection Period") to satisfy itself in its sole discretion as to items set forth in Paragraph 1 of this Addendum and to enter the Property, during reasonable business hours after giving reasonable notice to Seller or Seller's representative, for the purpose of making such physical inspections as may be desired by Buyer (collectively the "Property's Condition"). During Buyer's Inspection Period, Buyer may but is not obligated to, at its expense, conduct and cause to be conducted Phase I or II environmental assessment of the Property. If Buyer elects to proceed with the closing with or without a Phase I or II environmental assessment, it shall be conclusively assumed prior to and permanently after the Closing that the environmental condition of the Property is acceptable to the Buyer. If Buyer accepts the Property with or without an environmental assessment, and an environmental condition exists, Buyer waives and releases Seller from any future claim it may have against Seller for damages caused by such condition, and agrees to protect, indemnify, defend and hold Seller harmless from any and all costs, expense, loss and liability (including attorney's fees in connection therewith) arising from the existence of such condition and Buyer further agrees to execute such further documentation incorporating such waiver, release, and indemnification as requested by Seller. The foregoing waiver and indemnity shall survive the Closing. Buyer shall have the absolute right to terminate this Agreement at any time prior to 5:00 P.M. ten (10) days after the execution of this Agreement by giving Seller and Agent written notice of termination of this Agreement whereupon the Agent will return the Deposit to the Buyer and the parties shall have no further rights hereunder save and except any indemnification provisions contained herein shall survive the termination of this Agreement. In the event Buyer fails to terminate this Agreement by 5:00 P.M. ten (10) days after the execution of this Agreement, then in such event Buyer shall have waived all objection to the Property's condition as well as all contingencies to Closing with respect to the Property's condition and the Property's condition shall be deemed approved by Buyer and Buyer shall have no further rights to terminate this Agreement pursuant to this paragraph of this Addendum. Seller is under no obligation to repair, renovate or restore any physical condition on the Property which may be disapproved by Buyer. Buyer shall bear the cost of any inspection or studies undertaken pursuant to this Addendum. Buyer shall protect, indemnify, defend and hold Seller free and harmless from all costs, claims or liabilities (including attorney's fees in connection therewith) arising with respect to such physical inspection or study, which indemnity shall survive the Closing.

005/00

06/21/2006 WED 14:27 FAX

JUN-22-2006 10:13AM FAX: 334 735 2435

ID:

PAGE: 002 R=100%

3. Seller's Default. IF SELLER FAILS TO COMPLETE THE TRANSACTION CONTAINED IN THIS AGREEMENT FOR ANY REASON DUE TO SELLER'S DEFAULT, THE PARTIES, AFTER NEGOTIATION HAVE AGREED THAT BUYER, AT ITS OPTION, MAY EITHER (1) SUE SELLER FOR SPECIFIC PERFORMANCE HEREUNDER AS BUYER'S SOLE AND EXCLUSIVE REMEDY, BUYER EXPRESSLY WAIVING ALL OTHER DAMAGES OR REMEDIES AT LAW OR IN EQUITY OR (2) BUYER MAY ELECT TO RECEIVE THE DEPOSIT IN LIEU OF SPECIFIC PERFORMANCE, IN WHICH EVENT, SELLER SHALL HAVE NO FURTHER OBLIGATION TO BUYER AND BUYER WAIVES ALL OTHER REMEDIES AVAILABLE AT LAW OR IN EQUITY. NOTWITHSTANDING THE FOREGOING, BUYER MUST ELECT TO SEEK SPECIFIC PERFORMANCE BY FILING SUIT WITHIN 30 DAYS FROM DATE OF SELLER'S DEFAULT, OTHERWISE, BUYER SHALL BE DEEMED TO HAVE WAIVED THE RIGHT OF SPECIFIC PERFORMANCE AND ELECTED A RETURN OF DEPOSIT AS FULL AND COMPLETE RELEASE OF ANY AND ALL CLAIMS AND THEREAFTER THE PARTIES WILL HAVE NO FURTHER RIGHTS HEREUNDER EXCEPT FOR THE INDEMNIFICATION OBLIGATION WHICH SURVIVE CLOSING OR TERMINATION OF THIS AGREEMENT. IN THE EVENT THE BUYER PREVAILS IN A SUIT FOR SPECIFIC PERFORMANCE BUT SELLER IS UNABLE TO CONVEY TITLE WITHOUT INCURRING MORE THAN \$1,000.00 IN COST AND EXPENSES, BUYER SHALL HAVE THE RIGHT TO SUE SELLER FOR DAMAGES IN AN AMOUNT UP TO THE AMOUNT OF THE DEPOSIT (INCLUSIVE OF ATTORNEY'S FEES AND COURT COSTS) AND WILL ALSO BE ENTITLED TO RETURN OF DEPOSIT AS FULL, COMPLETE, LIQUIDATED DAMAGES. THE PARTIES HERETO HAVING CONCLUDED THAT A LIQUIDATED MEASURE OF DAMAGES FOR FAILURE OF SELLER TO SPECIFICALLY PERFORM HEREUNDER WILL BE DIFFICULT TO CALCULATE AND DETERMINE, HOWEVER, THE PARTIES ACKNOWLEDGE AND AGREE THAT THE MAXIMUM AMOUNT OF BUYER'S DAMAGES WOULD NEVER EXCEED AN AMOUNT EQUAL TO THE MAXIMUM AMOUNT OF THE DEPOSIT AND THAT AN AMOUNT EQUAL TO THE DEPOSIT MOST EFFECTIVELY APPROXIMATES THE MAXIMUM AMOUNT NECESSARY TO COMPENSATE BUYER IN THE EVENT OF SUCH DEFAULT. BUYER AND SELLER AGREE THAT THIS IS A BONA FIDE LIQUIDATED DAMAGES PROVISION AND NOT A PENALTY OR FORFEITURE PROVISION. BUYER SHALL BE ENTITLED TO RECEIVE UP TO A MAXIMUM OF THE DEPOSIT AS LIQUIDATED DAMAGES ONLY UPON PROOF PRESENTED IN COURT OF BUYER'S DAMAGES, IN LIEU OF ALL OTHER DAMAGES AND RIGHTS, WHICH MAXIMUM AMOUNT OF THE PARTIES AGREE IS THE MAXIMUM REASONABLE SUM OF DAMAGES. CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, INCLUDING THE RELATIONSHIP OF THE SUM TO THE RANGE OF HARM TO BUYER THAT REASONABLY COULD BE ANTICIPATED. EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENT MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION AT THE TIME THIS AGREEMENT WAS MADE. BUYER AND SELLER AGREE THAT THIS IS A BONA FIDE LIQUIDATED DAMAGES PROVISION AND NOT A PENALTY OR FORFEITURE PROVISION. BUYER EXPRESSLY WAIVES ALL OTHER RIGHTS, DAMAGES AND REMEDIES IN LAW AND IN EQUITY.

4. Conveyance of Title. Seller will convey title by Special or Limited Warranty Deed. Seller shall have 45 days from notification date to cure title objections of buyer or any third party lender, and the closing date will be extended as necessary. If objections are not cured within such 45-day period, either party may terminate this contract upon written notice to the other party. In the event of such termination, neither party will have any further obligations with respect to this contract, and the earnest money will be refunded to buyer unless buyer waives the objections.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS INSTRUMENT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT OR ADDENDUM.

DATED: _____

BUYER:

SELLER:

Sylvia K. Davis

Kent Twitchell
Its Authorized Signatory

W2 *6-27-06*

This Document Prepared By:

Allison Bourke
11851 Wentling Ave., Suite A
Baton Rouge, Louisiana 70816

Return to:

Title2Land, LLC
11851 Wentling Ave., Suite A
Baton Rouge, Louisiana 70816

SPECIAL WARRANTY DEED

THIS INDENTURE, made this _____ of _____, 2006 between **LPP Mortgage, LTD** as grantor(s) pursuant to that grant of authority a copy attached hereto and made a part hereof, whose address is c/o Legacy Drive, Plano, TX 75024 to **Sylvia Davis**, a _____, as grantee, whose address is 208 Diana Street, Troy, AL 36081.

WITNESSETH: that the grantors, for in consideration of the sum of **SEVEN THOUSAND FIVE HUNDRED AND 00/100 (\$7,500.00)** and other valuable considerations to said grantors in hand paid by said grantees, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the grantee and grantees heirs forever the following described land located in the County of Pike, State of Alabama, to-wit:

The following described real property situated in the County of Pike, State of Alabama, to-wit:

PARCEL 1:

One house and lot in the City of Troy, Pike County, Alabama, being more particularly described as follows: Beginning at the Southwest corner of Lot No. 6, Plat No. 3 of the Henderson Lands in Oakland Heights, as recorded in the Office of the Judge of Probate of Pike County, Alabama, Plat Book One, Page Sixty-Four, running thence Northward along the West line of said Lot and extension of same 245 feet, thence East 60 feet, thence Southward to the Southeast corner of said Lot No. Six 250 feet, thence Westward along the South line of said Lot Six to the point of beginning.
Municipal Address: 120 Hubbard Street, Troy, AL 36081 and 415 Ice Street, Troy, AL 36081
Tax ID No.: 55-10-09-29-4-001-012.000

PARCEL 2:

Lot #3 and 4, according to the plat of Henderson Lake Subdivision #2, as recorded in the Office of the Judge of Probate of Pike County, Alabama, in Plat Book 2, page 96.
Municipal Address: 410 Hubbard Street, Troy, AL 36081
Tax ID No.: 55-10-08-28-3-002-005.000

Send Tax Bill To: Sylvia Davis, 208 Diana Street, Troy, AL 36081.

SUBJECT to easements, restrictions and reservations of record, if any, and taxes for 2006 and subsequent years.

SUBJECT to any and all Statutory rights of redemption in favor of mortgagors and other persons or parties granted such rights under the laws of the State of Alabama and the United States of America arising out of foreclosure sale of that certain mortgage filed for record in said Probate Office Book 413 Page 72; said mortgage Foreclosure Deed dated _____ and filed for record in said Probate Office in _____.

The Warranties passing to grantee hereunder are limited solely to those matters arising from acts of the grantor, its agents or representatives, occurring solely during the period of grantors ownership of the subject real estate.

Singular and plural are interchangeable, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set grantors hand and seal the day and year first above written.

LPP Mortgage, LTD



BY:

Authorized Agent:

Source of Title: _____

STATE OF Texas

COUNTY OF Collin

Before me, the undersigned, A Notary Public in and for said State at Large, hereby certify that Kent Mitchell, whose name as Authorized Agent for **LPP Mortgage, LTD**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she/he, as such Authorized Agent with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand this 11th of July, 2006.

My commission expires: 05/13/08

Jennifer Carol Moore
Notary Public

